

Nicholas J. Santoro (Nev. Bar No. 532)
Jason D. Smith (Nev. Bar No. 9691)
SANTORO WHITMIRE, LTD.
10100 W. Charleston Blvd., Suite 250
Las Vegas, NV 89135
Tel.: (702) 948-8771 / Fax: (702) 948-8773
E-mail: nsantoro@santoronevada.com,
jsmith@santoronevada.com

Christopher N. Sipes (admitted *pro hac vice*)
Einar Stole (admitted *pro hac vice*)
Michael N. Kennedy (admitted *pro hac vice*)
Megan P. Keane (admitted *pro hac vice*)
Eric R. Sonnenschein (admitted *pro hac vice*)
Alaina M. Whitt (admitted *pro hac vice*)
COVINGTON & BURLING LLP
One CityCenter, 850 Tenth Street, NW
Washington, DC 20001
Tel.: (202) 662-6000 / Fax: (202) 662-6291
E-mail: csipes@cov.com, estole@cov.com,
mkennedy@cov.com, mkeane@cov.com,
esonnenschein@cov.com, awhitt@cov.com

*Attorneys for Plaintiffs Amarin Pharma, Inc. and
Amarin Pharmaceuticals Ireland Limited*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

AMARIN PHARMA, INC. and AMARIN
PHARMACEUTICALS IRELAND LIMITED,

Plaintiffs,

v.

TEVA PHARMACEUTICALS USA, INC.

Defendant.

Case No.: 2:16-cv-02525-MMD-NJK

(Consolidated with 2:16-cv-02562-MMD-NJK,
2:16-cv-02658-MMD-NJK, and 2:17-cv-02641-
MMD-NJK)

CONSENT JUDGMENT

Amarin Pharma, Inc. and Amarin Pharmaceuticals Ireland Limited (hereinafter collectively “Amarin”), and Teva Pharmaceuticals USA, Inc. (hereinafter “Teva”), the parties in the above-captioned actions, have agreed to terms and conditions representing a negotiated settlement of the actions and have set forth those terms and conditions in a Settlement Agreement (the “Settlement

1 Agreement”). Now the parties, by their respective undersigned attorneys, hereby stipulate and
2 consent to entry of judgment and an injunction in the actions, as follows:

3 ORDERED, ADJUDGED AND DECREED as follows:

4 This District Court has jurisdiction over the subject matter of the above actions and has
5 personal jurisdiction over the parties.

6 As used in this Consent Judgment, the terms “Teva Product,” “Approved Vacepa Product,”
7 “Generic Icosapent Ethyl Product,” “Licensed Patents,” and “Affiliate” shall have the meanings
8 assigned to them in the Settlement Agreement.

9 Teva admits that the Teva Product infringes the Licensed Patents and that the Licensed
10 Patents and all the claims contained therein are each valid and enforceable in all respects. This
11 admission is without prejudice to any claim, defense or counterclaim (including non-infringement,
12 invalidity, unenforceability and unpatentability) in any future action regarding both (a) the Licensed
13 Patents and (b) a product other than a Generic Icosapent Ethyl product and other than the Teva
14 Product.

15 Unless otherwise specifically authorized pursuant to the Settlement Agreement, Teva,
16 including any of its Affiliates, successors and assigns, is enjoined from infringing the Licensed
17 Patents, on its own part or through any Affiliate, by making, having made, using, selling, offering to
18 sell, importing or distributing of the Teva Product.

19 Unless otherwise specifically authorized pursuant to the Settlement Agreement, Teva is
20 hereby enjoined and estopped during the term of each of the Licensed Patents from making any
21 challenge to the validity or enforceability of the Licensed Patents and from asserting that the Teva
22 Product does not infringe any of the Licensed Patents. Amarin acknowledges that Teva is entitled
23 to maintain its Paragraph IV certification to the Licensed Patents with respect to the Teva Product
24 pursuant to 21 C.F.R. § 314.94(a)(12)(v).

25 This Consent Judgment does not impact the U.S. Food and Drug Administration’s ability to
26 grant final approval of the Teva Product at any time.

Compliance with this Consent Judgment may be enforced by Amarin and its successors in interest, or assigns, as permitted by the terms of the Settlement Agreement.

This District Court retains jurisdiction to enforce or supervise performance under this Consent Judgment and the Settlement Agreement.

All claims, counterclaims, affirmative defenses and demands in these actions are hereby dismissed with prejudice and without costs, disbursements or attorneys' fees to any party.

IT IS SO ORDERED:

UNITED STATES DISTRICT JUDGE

Dated: May 25, 2018

We hereby consent to the form and entry of this Order:

/s/ Jason D. Smith
Nicholas J. Santoro (Nev. Bar No. 532)
Jason D. Smith (Nev. Bar No. 9691)
SANTORO WHITMIRE, LTD.
10100 W. Charleston Blvd., Suite 250
Las Vegas, NV 89135
Tel.: (702) 948-8771 / Fax: (702) 948-8773
Email: nsantoro@santoronevada.com,
jsmith@santoronevada.com

Christopher N. Sipes (admitted *pro hac vice*)
Einar Stole (admitted *pro hac vice*)
Michael N. Kennedy (admitted *pro hac vice*)
Megan P. Keane (admitted *pro hac vice*)
Eric R. Sonnenschein (admitted *pro hac vice*)
Alaina M. Whitt (admitted *pro hac vice*)
COVINGTON & BURLING LLP
One CityCenter, 850 Tenth Street, NW
Washington, DC 20001
Tel.: (202) 662-6000 / Fax: (202) 662-6291
Email: csipes@cov.com, estole@cov.com,
mkennedy@cov.com, mkeane@cov.com,
esonnenschein@cov.com, awhitt@cov.com

*Attorneys for Plaintiffs Amarin Pharma, Inc. and
Amarin Pharmaceuticals Ireland Limited*

/s/ John P. Desmond
John P. Desmond (Nev. Bar No. 5618)
Brian R. Irvine (Nev. Bar No. 7758)
DICKINSON WRIGHT PLLC
100 West Liberty St., Suite 940
Reno, NV 89501
Tel: (775) 343-7500 / Fax: (775) 786-0131
E-mail: jdesmond@dickinsonwright.com,
birvine@dickinsonwright.com

J.C. Rozendaal (admitted *pro hac vice*)
Michael E. Joffre (admitted *pro hac vice*)
Chandrika Vira (admitted *pro hac vice*)
STERNE KESSLER, GOLDSTEIN & FOX PLLC
1100 New York Ave., NW, Suite 600
Washington, DC 20005
Tel: (202) 371-2600 / Fax: (202) 371-2540
E-mail: jcrozendaal@skgf.com, joffre@skgf.com,
cvira@skgf.com

Attorneys for Defendant Teva Pharmaceuticals USA, Inc.